

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 14-1210

Being a by-law to authorize the Mayor and Clerk to execute an agreement with the North Bay Regional Health Centre (NBRHC) to provide management services for the Temagami Ambulance Service for the period of October 1, 2014 to September 30, 2014.

WHEREAS under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

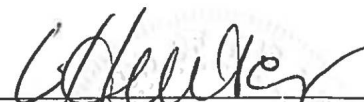
AND WHEREAS the Council of the Municipality of Temagami deems it advisable to enter into an agreement with the North Bay Regional Health Centre for the provision of management services for the Temagami Ambulance Service for the period of October 1, 2014 to September 30, 2014.

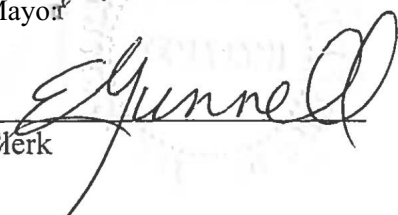
NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" and forming part of this by-law.
2. That this by-law shall come into force and take effect upon the final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST time on this 18th day of September, 2014.

READ A SECOND AND THIRD time and finally passed this 18th day of September, 2014.


Mayor


Clerk

This Memorandum of Understanding made as of the 10th day of September, 2014

BETWEEN:

The North Bay Regional Health Centre (NBRHC)
50 College Drive, North Bay Ontario P1B 5A4

And

The Corporation of the Township of Temagami
(the Municipality of Temagami)
P.O. Box 220, 7 Lakeshore Drive Temagami Ontario POH 2H0

1. **PURPOSE**

The North Bay Regional Hospital and the Municipality of Temagami is entering into this agreement for the purpose of providing Management Services for the Municipality of Temagami Ambulance Services including the following:

Recruitment of new staff
Scheduling
Human Resources
Ensure Operations of Service as per the Ontario Ambulance Act

2. **TERM**

- a) Initial Term
The initial term of this agreement shall be for the calendar year commencing on the effective date of this agreement subject to the rights of Earlier Termination or Withdrawal set out in Section 6.0(b).
- b) Renewal Term
This agreement shall be reviewed annually, commencing in October 2015 to ensure that the terms and conditions remain satisfactory to all parties involved.
- c) Both parties shall meet quarterly to review terms and provide updates as required.

3. **CONDITIONS**

- a) NBRHC reserves the opportunity to review the services during any change in management staffing within the Ambulance Service at NBRHC to ensure the terms and conditions of the agreement can be maintained.

4. **OPERATING COSTS**

- a) Salary costs incurred by NBRHC related to the additional responsibility of the Ambulance Manager for management of the MUNICIPALITY OF TEMAGAMI Ambulance Service will be the responsibility of the MUNICIPALITY and will be included in a monthly invoice to the MUNICIPALITY for reimbursement.

- b) Professional Development
The MUNICIPALITY OF TEMAGAMI will be responsible for all costs associated with the Professional Development of the Ambulance Manager required for this agreement.

5. **FEES FOR SERVICES PROVIDED**

Invoices for service rendered will be billed monthly with terms of net thirty (30) days from the date of invoice. The reimbursement calculation is as follows:

- Annual amount \$5,800= \$483.33/month). Salary is based on an average 2 to 3 hours per week. Contributed expenses incurred will be included.
- Any other operating costs incurred.

6. **TERMINATION**

- a) Termination
This agreement will terminate automatically at the end of the initial term or renewal term, as the case may be, unless each party to this agreement provides its intention to renew under Section 2 (b).
- b) Earlier Termination or Withdrawal
This agreement will be terminated prior to the end of the contract, provided four (4) weeks written termination notice is submitted in writing by either party.

7. **RENEWAL OF AGREEMENT**

Review of this agreement will be done annually by both parties prior to renewal and signing of agreement contract.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of 10th day of September 2014.

The North Bay Regional Health Centre:

Per: Tiziana Silveri
Tiziana Silveri, VP Clinical Services

[Signature]
Witness

The Municipality of Temagami:

Per: [Signature]
Lorne Hunter, Mayor

[Signature]
Witness

Per: [Signature]
Elainfe Gun/ell, Municipal Clerk

[Signature]
Witness